

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM350481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hojeij Branded Foods, LLC		07/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Brightwood Loan Services LLC		
Street Address:	810 7th Avenue, 26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4207738	FRANKLY SPEAKING	
Registration Number:	3235048	ABICA COFFEE	
Registration Number:	3235049	ABICA COFFEE	
Registration Number:	3257025	FUEL YOUR PASSION	
Registration Number:	3986664	NATURE'S KITCHEN FRESH CAFE	
Serial Number:	86151964	ENHANCING THE PASSENGER'S DINING EXPERIE	
Serial Number:	86500482	CEDAR'S KITCHEN	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Scott Alexander Bell, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	22830-4536		
NAME OF SUBMITTER:	Scott Alexander Bell		

CH \$190.00 4207738

SIGNATURE:	/Scott Alexander Bell/
DATE SIGNED:	08/05/2015
Total Attachments: 5 source=Trademark Security Agreement_executed#page1.tif source=Trademark Security Agreement_executed#page2.tif source=Trademark Security Agreement_executed#page3.tif source=Trademark Security Agreement_executed#page4.tif source=Trademark Security Agreement_executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2015, made by HOJEI BRANDED FOODS, LLC, a Delaware limited liability company (the "Grantor"), in favor of BRIGHTWOOD LOAN SERVICES LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of July 28, 2015 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HOJEI BRANDED FOODS, LLC, each Lender (as defined in the Credit Agreement) from time to time party thereto, Brightwood Loan Services LLC, as Administrative Agent and the other agents and parties party thereto.

WHEREAS, the Grantor is party to a Security Agreement, dated as of July 28, 2015 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Confirmation of Grant of Security Interest in Trademarks. The Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging

means be confirmed by a manually signed original thereof; provided that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOJEIJ BRANDED FOODS, LLC, as Grantor

By: _____


Name: J. Stephen Olsen

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed

Brightwood Loan Services LLC, as Collateral Agent

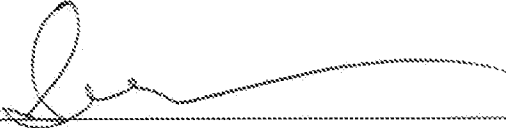
By: _____



Name: Damien Dwin

Title: Authorized Person

By: _____



Name: Tracie Ahern

Title: Chief Operating Officer and
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS

U.S. Trademarks Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Frankly Speaking	9/11/2012	4,207,738
Abica Coffee	4/24/2007	3,235,048
Abica Coffee	4/24/2007	3,235,049
Fuel Your Passion	6/26/2007	3,257,025
Nature's Kitchen Fresh Café	6/28/2011	3,986,664

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Enhancing the Passenger's Dining Experience, One Airport at a Time!	12/24/2013	86/151,964
Cedar's Kitchen	1/12/2015	86/500,482